

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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In re: Methyl Tertiary Butyl Ether ("MTBE")
Products Liability Litigation

No. 00 Civ. 1898
MDL No. 1358 (SAS) (DCF)
M21-88
Master File No. 1:00-1898

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CP SERVICE STATION OPERATING CORP. and
TARTAN OIL CORP.,

03 Civ. 10051
03 Civ. 10053
03 Civ. 10055
03 Civ. 10057

-against-

Third-Party Plaintiffs,

NORTHVILLE INDUSTRIES CORP.,

Third-Party Defendant.

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This document relates to:

Incorporated Village of Mineola, et al.
AGIP, Inc. et al., 03 Civ. 10051
Carle Place Water District v. AGIP Inc. et
al., 03 Civ. 10053
Village of Hempstead v. AGIP, Inc. et al.,
03 Civ. 10055
Westbury Water District v. AGIP Inc. et al.,
03 Civ. 10057

**AFFIDAVIT
OF ALLEN LEON**

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

ALLEN LEON, of full age, being duly sworn according to law, upon my oath,
deposes and says as follows:

1. I am a former officer of Defendants, C.P. Service Station Operating Corp. ("CP") and Tartan Oil Corp. ("TOC") (the "Tartan Defendants").
2. I am currently the managing member of Leon Petroleum, LLC ("Leon").

3. I am fully familiar with the facts and circumstances set forth in this affidavit.

4. I submit this affidavit in opposition to the Motion To Dismiss filed by Third-Party Defendant, Northville Industries Corp. ("Northville").

5. I was employed by CP and TOC in the following capacities:

Gasoline Station Manager (TOC) 1972-1973
Sales Representative (TOC) 1973 – 1980
Real Estate and Construction Manager (TOC) 1980-1985
General Manager (TOC) 1985-1999
Secretary Treasurer (TOC and CP) 1985-1999

6. TOC formed CP to obtain the leasehold rights to the gas station property located at 345 Old Country Road, Carle Place, New York (the "Property").

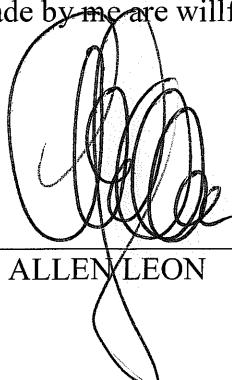
7. CP was formed in 1995, the same year that CP entered into an Assignment Agreement with Northville concerning the Property. A copy of the Assignment Agreement dated April 7, 1995 is annexed hereto as Exhibit "A."

8. CP has always been an affiliate of, and controlled by TOC, and was eventually merged into TOC in 1990s. TOC possessed all of the rights, causes of action, privileges, immunities and powers of CP, including those derived from the Assignment Agreement.

9. Pursuant to a Contract of Sale dated January 8, 1999 between Leon and TOC (the "Sales Contract"), Leon acquired the assets and rights of TOC and CP (including the leasehold rights to the Property) and agreed to release TOC and its affiliated companies, including CP, from any and all environmental liabilities associated with the Property, and also to defend, indemnify and hold TOC and CP harmless. A copy of the Sales Contract is annexed hereto as Exhibit "B."

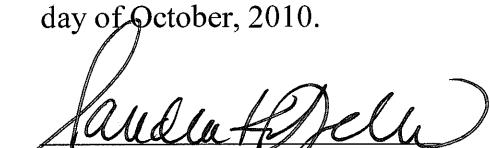
10. Leon has been, and continues to defend and indemnify both TOC and CP in the within actions pursuant to the Contract of Sale.

11. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



ALLEN LEON

Sworn to before me this 12th
day of October, 2010.



Sandra K. Leber
Notary Public

SANDRA K. LEBER
NOTARY PUBLIC, State Of New York
#02LE6060088
Qualified In County Of New York
Expires June 11, 2011